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THIS AGREEMENT made this 9th day of ~~April~~, 1975,
between HAMMONTON F.O.P. LODGE 44, FRATERNAL ORDER OF POLICE,
party of the first part, and TOWN OF HAMMONTON, a municipal
corporation of the State of New Jersey, County of Atlantic, State
of New Jersey, party of the second part;

W I T N E S S E T H T H A T :

WHEREAS, that for the purpose of mutual understanding
and in order that a harmonious relationship may exist between the
Town and the F.O.P. to the end that continuous and efficient
services will be rendered to and by both parties, for the benefit
of both:

NOW, THEREFORE, IT IS AGREED, as follows:

ARTICLE I - ASSOCIATION RECOGNITION

Section 1. The Town hereby recognizes the F.O.P. as
the sole and exclusive representative of all patrolmen and
sergeants, covered under this agreement, for the purpose of
bargaining with respect to rates of pay, wages, hours of work
and other working conditions.

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Section 2. The title Policeman shall be defined to include the plural as well as the singular and to include males and females, uniformed members and uniformed members assigned to plain clothes.

ARTICLE II - LEGAL REFERENCE

Section 1. Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable laws and regulations. The rights granted the policeman shall be deemed to be in addition to those provided elsewhere.

Section 2. If any provision of this agreement or any application of this agreement to any member or group of members is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect. In the event any provision as aforesaid is deemed to be invalid, then the parties hereto agree to meet immediately for the purpose of negotiating a provision to replace said invalid provision.

existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE III - MAINTENANCE OF STANDARDS

All conditions of employment relating to wages, hours, of work and general working conditions presently in effect for members shall be maintained at not less than the standards now in effect and the conditions shall be improved wherever specific conditions for improvement are made in this agreement.

ARTICLE IV - THE RETENTION OF CIVIL RIGHTS

Members shall retain all civil rights under the New Jersey State law and Federal law.

ARTICLE V - RETIREMENT

Members shall retain all pension rights under New Jersey law and ordinances of the Town of Hammonton.

ARTICLE VI - EXTRA CONTRACT AGREEMENT

The Town agrees not to enter into any other agreement or contract with its members who are covered hereunder, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE VII - LEAVE OF ABSENCE

Leaves of absence may be granted by the Town for emergency situations, by Mayor and Town Council.

ARTICLE VIII - WORK WEEK AND OVERTIME

Section 1. The present working hours shall be continued in effect for all members of the Department.

Section 2. If any member of the Hammonton Police Department is required to work longer than his normal tour of duty he will be entitled to receive compensation for such overtime in compensatory time off which shall be credited said member on an hour-for-hour basis.

Section 3. Should a member be called back on duty on his day off or after being dismissed from duty at the end of his tour for that day, said member shall receive compensatory time for all additional hours worked.

Section 4. All accumulated compensatory time off given in lieu of overtime payments shall be recorded on an hourly basis and accumulated on an hourly basis. The compensatory time off shall be taken when requested by the officer in eight-hour allocation. However, compensatory time off shall only be taken in such manner as will not leave the Hammonton Police Department undermanned at any given time.

Section 5. All compensatory time must be taken during the calendar year that it is earned unless such time is accumulated during the month of December in any given year. Compensatory time off for overtime accumulated during the month of December may be taken at any time before the following January 31st.

Section 6. All the provisions of this Section shall be retroactive to January 1, 1975 and the members will be given a compensatory time for the time credits accumulated subsequent to that date.

ARTICLE IX - VACATIONS AND HOLIDAYS

Section 1. The present schedule of vacations and holidays shall continue.

Section 2. Members shall not be recalled on their vacation days, except in emergencies.

Section 3. In addition whenever any other Town employee is granted time off in observance of any Federal, State or local holiday, or by proclamation of Mayor and Town Council, with the exception of particular emergency situations, the members of the police department shall receive equal time off.

ARTICLE X - INJURY LEAVE

If a member of the Hammonton Police Department is incapacitated and unable to work because of job-related injuries said member shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties as certified by the member's own doctor and a doctor appointed by Mayor and Council. However, in no case shall a member receive his full pay from any injury for a period longer than one year from the date of the injury. Any member receiving his full pay

during said one-year period or less that he is incapacitated from the date of the injury shall surrender to the Town of Hammonton during the time that he is paid his full pay all monies received by him from the workmen's compensation carrier of the Town of Hammonton.

ARTICLE XI - SICK LEAVE

Section 1. Sick leave shall be computed on the same basis as presently provided by existing law and shall be accumulated in the same manner as all other employees of the Town of Hammonton.

Section 2. Should a member of the Hammonton Police Department retire without having used all his accumulated sick leave, said member shall be compensated for said accumulated sick leave through a lump-sum payment equal to 75% of his accumulated sick leave up to a maximum payment of \$10,000.00, which sick leave is computed at the member's regular straight time rate of pay at the time of his retirement.

ARTICLE XII - INSURANCE, HEALTH AND WELFARE

Section 1. The Town shall provide Blue Cross, Blue Shield, Rider J and Major Medical insurance for the member.

Section 2. The Town shall provide legal advice and counsel to each member pursuant to present State statutes. (40A:14-155).

Section 3. The Town shall provide a \$5,000.00 life insurance policy to each member. The member shall designate the beneficiary to the policy. Mayor and Council reserve the right to institute said insurance program for the members effective January 1, 1976 should there not be available in the 1975 budget sufficient funds to cover such a program.

ARTICLE XIII - CLOTHING ALLOWANCE

Section 1. The Town shall continue to furnish an initial issue of uniforms to all new patrolmen.

Section 2. Thereafter, the Town shall provide an allowance of two hundred dollars(\$200.00) for maintenance and replacement of uniforms except as specified below:

- (a) Uniforms damaged in the line of duty shall be replaced by the Town.
- (b) Personal items damaged or destroyed in the line of duty shall be replaced by the Town provided reasonable costs therefor are agreed to mutually.

Section 3. The Town shall provide to all detectives or members assigned to detective duty a one hundred dollar (\$100.00) clothing allowance for clothing used on detective duty for each three-month period that the member remains assigned to detective duty.

ARTICLE XIV - TIME OFF

Section 1. Members shall be granted time off without deduction from pay or time owed for the following request:

- (a) Death in the immediate family, from the date of death to and including the day of funeral, with a maximum of seven (7) days in the event of travel, number of days to be determined by the Superior Officer.

- (b) Serious illness (including childbirth) in the immediate family residing with the police officer - no more than three (3) working days.
- (c) Immediate family for all purposes of this contract shall be defined as the wife, child, stepchild, mother and father of the member.
- (d) Any time granted off under this Article shall not be deducted from any other time or benefits owed to the police officer.

ARTICLE XV - MILITARY LEAVE

Military Leave shall be granted pursuant to State and Federal Statutes Regulations.

ARTICLE XVI - GRIEVANCE PROCEDURE

I. The purpose of the grievance procedure shall be to settle all grievances between the Town and the F.O.P. and its members as quickly as possible, so as to assure efficiency and promote members' morale. A grievance is defined as any disagreement between the Town and the members or the F.O.P. involving the interpretation, application or violation of policies, agreements

and administrative decisions affecting them. All grievances shall be processed as follows:

(a) They shall be discussed with the members involved and the F.O.P. representatives, with the Chief of the Department, or any representative designated by him. An answer shall be made to the F.O.P. within five (5) calendar days by the Chief or his designated representative.

(b) If the grievance is not settled through Step (a), the same shall be reduced to writing by the F.O.P. and submitted to the Mayor and Council or any person designated by Council, and the answer to such grievance shall be made in writing, a copy to the F.O.P., within five (5) days after the next regular meeting of Mayor and Council after submission of the grievance to them.

(c) If the grievance is not settled through Steps (a) and (b), the F.O.P. shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the New Jersey State Board of Mediation. The arbitrators shall have full power to hear the dispute and make a final determination which shall be binding on all parties. The cost of the arbitration shall be borne by the Town and F.O.P. equally.

ARTICLE XVII - WAGES

A. The salary for patrolmen for the year 1975 shall be as follows:

1. For patrolmen with less than six-months' continuous service prior to January 1, 1975, the salary shall be \$8,500.00.
2. For patrolmen with more than six months and less than 18-months' continuous service prior to January 1, 1975, the salary shall be \$9,500.00.
3. For patrolmen with more than 18 months and less than 30-months' continuous service prior to January 1, 1975, the salary shall be \$10,500.00.
4. For patrolmen with more than 30-months' continuous service prior to January 1, 1975, the salary shall be \$11,500.00.
5. The above scale and all increments, raises and further provisions of this Article insofar as such relate to

S.E.T.A. employees shall be subject to the limitations set by the enabling legislation for that program or any other general law of the State or Federal Government.

B. Commencing January 1, 1976, the scale of salaries set forth above in Section A of this Article shall be raised \$500.00 for each classification with the salaries being \$9,000.00 for any patrolman with less than six-months' continuous service; \$10,000.00 for any patrolman with more than six months' and less than 18-months' continuous service; \$11,000.00 for any patrolman with more than 18-months' and less than 30-months' continuous service; and \$12,000.00 for any patrolman with more than 30-months' continuous service. This scale shall be effective and relates to service computed as of January 1, 1976.

C. Should any member have over six-months' continuous service as of January 1st of any given year, it shall be counted as a full year of continuous service. Should a member have less than six-months' continuous service as of any January 1st, said member shall not receive credit for said prior service.

D. The salary for sergeants shall be \$12,500.00 plus longevity, as of January 1, 1975. The salary for sergeants as of January 1, 1976 shall be \$13,000.00 plus longevity as of January 1, 1976.

E. The following patrolmen will receive the following salaries plus longevity as of January 1, 1975:

1. William Pinto	\$11,500.00 plus longevity
2. Charles Sbarra	11,500.00 plus longevity
3. Anthony Vaccarella	11,500.00 plus longevity
4. John Panepinto	11,500.00 plus longevity
5. Joseph Maimone	11,500.00
6. Harry Fricke	11,500.00
7. Anthony Scaltrito	11,500.00
8. Salvatore Capozza	11,500.00
9. William Friel	9,500.00
10. Frank Ingemi	11,500.00
11. Edward Mangini	9,500.00
12. Jose Morales	8,500.00
13. Mario Terruso	8,960.00 (subject to S. E. T. A.
14. Donald Palmieri	8,960.00 (Program

In addition to the raise in salary levels of all members, including sergeants, for the second year of this contract, effective January 1, 1976, all members shall also be entitled to an additional raise equal to any rise in the Federal cost-of-living index during the year 1975. The aforementioned raises shall also be in addition

to any increments to the members pursuant to Article XVIII of this contract.

ARTICLE XVIII - LONGEVITY

A. In addition to salary, employees shall receive longevity pay to be computed at two percent (2%) of employee's base pay for every two (2) years of service to a maximum of four percent (4%) after ten (10) years of service.

ARTICLE XIX - COURT TIME

Section 1. If a member is required to appear in the Municipal Court of the Town of Hammonton on his time off, he shall be paid the sum of ten dollars (\$10.00) for his said appearance.

Section 2. If a member is required to appear in any Court or agency hearing other than Municipal Court, he shall receive a flat twenty dollars (\$20.00) for all hours worked up to a maximum of four (4) hours. Should he be required to remain beyond four (4) hours, he shall receive a flat thirty-dollar (\$30.00) payment.

Section 3. If a member is working his normal duty and is required to appear in court, he will not receive any of the above payments, he shall receive his normal pay.

Section 4. All payments for court time shall be computed for three periods during the calendar year with the first period being of court time accumulated from January 1st to June 30th of any given year; the second period being the court time computed for that period between July 1st and November 30th of any given year; and the third period being any court time accumulated from December 1st to December 31st of any given year. Payments for each said period will be submitted for approval to Mayor and Council at the next regular meeting of Mayor and Council subsequent to the expiration of the period for payment as hereinabove set forth.

ARTICLE XX - MISCELLANEOUS PROVISIONS

Section 1. School.

(a) The members shall be paid at regular rate of pay for attendance at police-related schools when assigned by the Police Department.

(b) The Town shall reimburse all members for gasoline and tolls while attending a police school or Court.

(c) In the event a member is not able to use a Town vehicle to attend a police school or Court, he shall be compensated at the rate of twelve cents (12¢) per mile and tolls.

(d) Mayor and Council agree to request that the Chief of Police post a notice advising all members of the availability of any police training schools or seminars when the Chief receives notice of same.

Section 2. All members shall be made aware of any reports or charges concerning him. He shall have the right to remain silent until he consults with an attorney or the F.O.P.

ARTICLE XXI - DURATION OF AGREEMENT

This agreement shall be effective as of January 1, 1975 and shall terminate on December 31, 1976. Bargaining for the next succeeding contract shall commence on or about August 1, 1976. In the event no agreement is reached between the parties by November 1, 1976 it is hereby agreed that an impasse shall have been reached and at that time, the parties agree to mediation and factfinding pursuant to New Jersey Statutes Annotated,

34:13A-1, et seq. If an agreement is still not reached following mediation and factfinding, parties agree to submit their issues to an arbitrator whose decision on the terms of said collective bargaining agreement shall be binding under the parties. The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission. The cost of said arbitration including the arbitrator's fee shall be borne equally by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective and appropriately attested thereto.

Sgt. E. Aiello
Sgt. Edward Aiello, Neg.

HAMMONTON F.O.P. LODGE 44

By Sgt. Frank LaSasso
Frank LaSasso, Chairman
Negotiating Committee

Attest:

Dominic Ciano
Dominic Ciano, Town Clerk

TOWN OF HAMMONTON

By Russell P. Clark
RUSSELL P. CLARK, Mayor